

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Jersey Devils LLC		09/17/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Societe Generale
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	75867095	ICE ON FIRE
Serial Number:	76043879	DEVILS
Serial Number:	76043878	NJ
Serial Number:	76043877	NJ DEVILS
Serial Number:	76043801	NJ DEVILS
Serial Number:	76042917	NJ DEVILS DEN
Registration Number:	1653628	NJ
Registration Number:	1263601	NJ
Registration Number:	1685399	NJ
Registration Number:	1264070	DEVILS
Registration Number:	1662564	DEVILS
Registration Number:	2189553	
Registration Number:	2265914	
Registration Number:	2152945	STREET DEVILS

CH \$365.00 75867095

900013157

TRADEMARK
REEL: 002942 FRAME: 0175

CORRESPONDENCE DATA

Fax Number: (212)878-8375

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-878-8000

Email: trademark.group@cliffordchance.com

Correspondent Name: Melissa Scanzillo

Address Line 1: 31 West 52nd Street

Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:

5071-18

NAME OF SUBMITTER:

Melissa Scanzillo

Total Attachments: 3

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of September 17, 2004 by and among NEW JERSEY DEVILS LLC, a Delaware limited liability company having its principal place of business at Continental Airlines Arena, 50 Route 120 North, East Rutherford, NJ 07073 (the "Grantor"), various lenders party thereto (collectively, the "Lenders"), and SOCIÉTÉ GÉNÉRALE, a French banking corporation having an address at 1221 Avenue of the Americas, New York, NY 10020 (the "Secured Party"), under the terms of which the Grantor has assumed certain obligations to the Lenders and the Secured Party; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party entered into a Security Agreement dated as of September 17, 2004 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided that, and notwithstanding anything to the contrary contained herein or in the Security Agreement, the foregoing grant of security interest shall not include any "intent-to-use" trademark application until such time as a statement or allegation of use has been filed with the United States Patent and Trademark Office for such trademark application.

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IN WITNESS WHEREOF, the Grantor has duly executed or caused this Grant of Security Interest in Trademarks to be duly executed as of this 17 day of September, 2004.

NEW JERSEY DEVILS LLC

By: Michael P. Lupella
Name:
Title:

STATE OF)
COUNTY OF) ss.:
)

BEFORE ME, on this day personally appeared Michael P. Lupella known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of New Jersey Devils LLC, and that such person executed the same as the act of said limited partnership for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
15 day of Sept, 2004

Walter J. Lopez
Notary Public in and for the State of NJ

Commission expires: 7/13/2009

GRANT OF SECURITY INTEREST IN TRADEMARKS (U.S.)

Schedule 1 to GRANT OF SECURITY INTEREST IN TRADEMARKS

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
NJ Devils Logo	8/13/91	US No. 1,653,628
NJ Devils Logo	1/10/84	US No. 1,263,601
NJ Devils Logo	5/5/92	US No. 1,685,399
Devils	1/17/84	US No. 1,264,070
Devils	10/29/91	US No. 1,662,564
Skating Devils Mascot	9/15/98	US No. 2,189,553
Devils Den Devils Design	7/27/99	US No. 2,265,914
Street Devils	4/21/98	US No. 2,152,945
Teeny Team Collection	No Registration	Common Law
Ice on Fire	12/8/99	US No. 75/867,095
Devils and Design	5/8/00	US Appl. 76/043879
NJ and Design	5/8/00	US Appl. 76/043878
NJ Devils and Design	5/8/00	US Appl. 76/043877
NJ Devils and Design	5/8/00	US Appl. 76/043801
NJ Devils Den and Design	5/8/00	US Appl. 76/042917

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